

EXHIBIT "A"

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 CLERK OF THE COURT

1 JANET TROST, ESQ.
 2 Nevada Bar No. 004072
 3 601 S. Rancho Drive, Ste. H-56
 4 Las Vegas, Nevada 89106
 5 Phone: 702-257-2889
 6 Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

JRS USA INC.,

Plaintiff

Case No: A-15-715545-C

vs.

Dept. No: XXXI

10 RJW TRANSPORT, INC., DOES I through
 11 V; and ROE entities I through V, inclusive

Defendants.

EXEMPT FROM ARBITRATION:
 AMOUNT IN DISPUTE IN EXCESS
 OF \$50,000.00

COMPLAINT

14 Comes now the Plaintiff, JRS USA INC., by and through its counsel Janet Trost,
 15 Esq. and for its causes of action against Defendant RJW TRANSPORT, INC., alleges
 16 as follows:

THE PARTIES

18 1 At all times relevant hereto, Plaintiff, JRS USA INC. (hereinafter referred
 19 to as "Plaintiff"), was and is a New York corporation, located in New York City, and
 20 engaged in the sale of jewelry.

21 2 Upon information and belief, at all times relevant hereto, Defendant RJW
 22 TRANSPORT, INC., (hereinafter referred to as "Defendant") was and is a foreign
 23 corporation located in Clark County, Nevada, licensed to conduct business in Clark
 24 County, Nevada.

25 3 The true names and capacities of the persons and entities designated
 26 as DOES I through V and ROE entities I through V are unknown to the Plaintiff at this
 27 time, who accordingly designates each person and entity by the fictitious names but it is
 28

1 believed that each person so identified is responsible in some manner for the damages
2 suffered by the Plaintiff. When the true names and capacities of the DOE and ROE
3 entities are identified and ascertained by the Plaintiff, the Plaintiff will seek relief to
4 amend the Complaint to insert the true names and capacities.

5 **GENERAL ALLEGATIONS**

6 **FACTS COMMON TO ALL CLAIMS**

7 4 Plaintiff JRS USA INC. (hereinafter referred to as "Plaintiff") is a
8 corporation engaged in the sale of jewelry as well as displaying samples of its jewelry at
9 trade shows in order to obtain purchase orders.

10 5 Charles Yu from Silverist NY Inc. and Simon Yoon from Skyworld handle
11 the transportation logistics for New York City companies that exhibit at the ASD/AMD
12 trade shows, using Skyworld as the contracting entity.

13 6 Plaintiff exhibited its jewelry samples at the ASD/AMD trade show at the
14 Sands Convention Center in Las Vegas, Nevada in March, 2013.

15 7 Skyworld contracted with Global Experience Specialists Inc. (hereafter
16 "GES") a freight broker and freight forwarder, to ship the Plaintiff's jewelry samples back
17 to its office in New York City, New York.

18 8 Defendant RJW TRANSPORT, INC., (hereinafter referred to as
19 "Defendant") is in the business of providing transportation and support for businesses
20 that need their products transported to and from trade shows.

21 9 GES contracted with the Defendant to transport the Plaintiff's jewelry
22 samples back to New York.

23 10 At the conclusion of the trade show on the evening of March 20, 2013, or
24 shortly after midnight, on March 21, 2013, Plaintiff's jewelry was loaded on a trailer and
25 sealed by Gall Russo, an agent of GES, and two members of the teamsters union
26 freight door managers.

27 11 On information and belief, the trailer was driven to the Green Lot located
28 at 3150 Paradise, Las Vegas, Nevada, where it remained sealed until approximately 7-

1 8 a.m. on March 21, 2013, when it was picked up by the Defendant and moved to the
2 Defendant's lot located at 3260 W. All Baba Lane, Las Vegas, Nevada 89118.

3 12 The trailer was due to be driven to New York early the next morning, but
4 due to the illness of the truck driver that was supposed to drive the Plaintiff's
5 merchandise back to New York, the trailer remained in Defendant's lot at All Baba Lane
6 until March 25, 2013.

7 13 The lot that contained the trailer with Plaintiff's merchandise was left
8 unprotected, in that it did not have any guards, and was not enclosed by a locked
9 fence.

10 14 On or about 1:00 a.m. on March 25, 2013, Dave Sanders (hereafter
11 "Driver"), the driver employed by the Defendant to drive the Plaintiff's merchandise back
12 to New York, went to Defendant's lot to get the trailer.

13 15 The Driver, upon reaching the trailer, noticed that the seals that had been
14 placed on the Plaintiff's merchandise was cut, that the pallets that contained the
15 Plaintiff's merchandise had been cut apart, and that merchandise appeared to be
16 missing.

17 16 Plaintiff's merchandise was taken from the trailer while it was parked in
18 the Defendant's unprotected, unguarded lot.

19 17 On information and belief, the Driver immediately tried to call the
20 Defendant to report that the seal had been cut and merchandise appeared to be
21 missing, but due to the time that he noticed the theft, the Defendant was apparently
22 closed and the telephone was not answered.

23 18 The Driver reported the situation the next morning when he was on the
24 road driving Plaintiff's merchandise to New York.

25 19 The trailer arrived at Plaintiff's office in New York at 1:30 a.m. on March
26 27, 2013.

27 20 At that time and place, it was apparent that the trailer was not sealed, and
28 that two pallets had been cut and boxes were missing.

1 21 Plaintiff conducted an inventory and found that three boxes were missing
2 from the two pallets, and the missing jewelry was valued at \$200,359.09.

3 22 Plaintiff filed a police report with the Las Vegas Metropolitan Police
4 Department.

5 **FIRST CAUSE OF ACTION**

6 **BREACH OF CONTRACT**

7 23 Plaintiff hereby realleges all previous Paragraphs and by this reference
8 incorporates the same herein as though set forth in full.

9 24 Defendant is in the business of providing transportation and support for
10 businesses that need their products transported to and from trade shows.

11 25 GES contracted with the Defendant to transport the Plaintiff's jewelry
12 samples back to New York.

13 26 At the conclusion of the trade show on the evening of March 20, 2013, or
14 shortly after midnight, on March 21, 2013, Plaintiff's jewelry was loaded on a trailer and
15 sealed.

16 27 On information and belief, the trailer was driven to the Green Lot located
17 at 3150 Paradise, Las Vegas, Nevada, where it remained sealed until approximately 7-
18 8 a.m. on March 21, 2013, when it was picked up by the Defendant and moved to the
19 Defendant's lot located at 3250 W. All Baba Lane, Las Vegas, Nevada 89118.

20 28 The trailer was due to be driven to New York early the next morning, but
21 due to the illness of the truck driver that was supposed to drive the Plaintiff's
22 merchandise back to New York, the trailer remained in Defendant's lot until March 25,
23 2013.

24 29 The lot that contained the trailer with Plaintiff's merchandise was left
25 unprotected, in that it did not have any guards, and was not enclosed by a locked
26 fence.

27 30 On or about 1:00 a.m. on March 25, 2013, the Driver employed by the
28 Defendant to drive the Plaintiff's merchandise back to New York, went to Defendant's

1 lot to get the trailer.

2 31 The Driver, upon reaching the trailer, noticed that the seals that had been
3 placed on the Plaintiff's merchandise was cut, that the pallets that contained the
4 Plaintiff's merchandise had been cut apart, and that merchandise appeared to be
5 missing.

6 32 Plaintiff's merchandise was taken from the trailer while it was parked in
7 the Defendant's unprotected, unguarded lot.

8 33 The trailer arrived at Plaintiff's office in New York at 1:30 a.m. on March
9 27, 2013.

10 34 At that time and place, it was apparent that the trailer was not sealed, and
11 that two pallets had been cut and boxes were missing .

12 35 Plaintiff conducted an inventory and found that three boxes were missing
13 from the two pallets, and the missing jewelry was valued at \$200,359.09.

14 36 Defendant had a contractual obligation to transport Plaintiff's merchandise
15 safely and securely from Las Vegas, Nevada to New York City, New York.

16 37 As part of that contractual obligation, Defendant had a duty to ensure that
17 Plaintiff's merchandise was secure from the time it picked up the trailer until the time
18 the contents were delivered.

19 38 Defendant failed to keep Plaintiff's merchandise safe and secure, in
20 breach of its contractual obligations.

21 39 Due to Defendant's breach of contract, Plaintiff has been damaged in an
22 amount in excess of \$10,000.00, to be determined at trial.

23 40 Plaintiff has been compelled to retain the services of legal counsel to
24 prosecute this action, and on that basis, is entitled to an award of attorney's fees and
25 costs of suit herein.

26 **SECOND CAUSE OF ACTION**

27 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

28 41 Plaintiff hereby realleges all previous Paragraphs and by this reference

1 incorporates the same herein as though set forth in full.

2 42 Implied within the provisions of any contract is the covenant of good faith
3 and fair dealings, a covenant that neither party would act to deprive the other party of
4 the fruits and benefits of the contract.

5 43 By performing the acts alleged in this complaint, Defendant have caused
6 damage to the Plaintiff in a sum in excess of \$10,000.00, to be determined at trial.

7 44 Plaintiff has been compelled to retain the services of legal counsel to
8 prosecute this action and, on that basis, are entitled to an award of attorney fees and
9 costs of suit herein.

10 THIRD CAUSE OF ACTION

11 NEGLIGENCE

12 45 Plaintiff hereby realleges all previous Paragraphs and by this reference
13 incorporates the same herein as though set forth in full.

14 46 Defendant is in the business of providing transportation and support for
15 businesses that need their products transported to and from trade shows.

16 47 GES contracted with the Defendant to transport the Plaintiff's jewelry
17 samples back to New York.

18 48 At the conclusion of the trade show on the evening of March 20, 2013, or
19 shortly after midnight, on March 21, 2013, Plaintiff's jewelry was loaded on a trailer and
20 sealed.

21 49 On information and belief, the trailer was driven to the Green Lot located
22 at 3150 Paradise, Las Vegas, Nevada, where it remained sealed until approximately 7-
23 8 a.m. on March 21, 2013, when it was picked up by the Defendant and moved to the
24 Defendant's lot located at 3250 W. Ali Baba Lane, Las Vegas, Nevada 89118.

25 50 The trailer was due to be driven to New York early the next morning, but
26 due to the illness of the truck driver that was supposed to drive the Plaintiff's
27 merchandise back to New York, the trailer remained in Defendant's lot until March 25,
28 2013.

1 51 The lot that contained the trailer with Plaintiff's merchandise was left
2 unprotected, in that it did not have any guards, and was not enclosed by a locked
3 fence.

4 52 On or about 1:00 a.m. on March 25, 2013, the Driver employed by the
5 Defendant to drive the Plaintiff's merchandise back to New York, went to Defendant's
6 lot to get the trailer.

7 53 The Driver, upon reaching the trailer, noticed that the seals that had been
8 placed on the Plaintiff's merchandise was cut, that the pallets that contained the
9 Plaintiff's merchandise had been cut apart, and that merchandise appeared to be
10 missing.

11 54 Plaintiff's merchandise was taken from the trailer while it was parked in
12 the Defendant's unprotected, unguarded lot.

13 55 The trailer arrived at Plaintiff's office in New York at 1:30 a.m. on March
14 27, 2013.

15 56 At that time and place, it was apparent that the trailer was not sealed, and
16 that two pallets had been cut and boxes were missing.

17 57 Plaintiff conducted an inventory and found that three boxes were missing
18 from the two pallets, and the missing jewelry was valued at \$200,359.00.

19 58 Defendant knew that the trailer containing Plaintiff's merchandise had
20 valuable inventory.

21 59 Defendant had an obligation to park the trailer in a safe lot.

22 60 Defendant had an obligation to transport the trailer in a timely manner.

23 61 Defendant was negligent in parking the trailer with Plaintiff's merchandise
24 in a lot that was unprotected, in that it did not have any guards, and was not enclosed
25 by a locked fence.

26 62 Defendant was negligent in not transporting the trailer in a timely manner.

27 63 Defendant was negligent in not checking on the trailer's safekeeping when
28 the transport was delayed.

1 64 Plaintiff has been damaged in an amount in excess of \$10,000.00, to be
2 determined at trial.

3 65 Plaintiff has been compelled to retain the services of legal counsel to
4 prosecute this action, and on that basis, is entitled to an award of attorney fees and
5 costs of suit herein.

6 PRAYER FOR RELIEF

7 WHEREFORE, Plaintiff prays for judgment for each of the Causes of Actions as
8 follows:

9 1 For judgment against the Defendant, RJW TRANSPORT, INC., for the
10 principal sum of \$200,359.09, plus interest from the date the debt was incurred;

11 2 For all costs of this suit incurred herein;

12 3 For attorneys' fees in an amount that the Court deems reasonable; and

13 4 For such other and further relief as the Court may deem just and proper.

14 DATED: March 18, 2015.

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JANET TROST, ESQ.

18 Nevada Bar No. 004072

19 501 S. Rancho Drive, Ste. H-56

20 Las Vegas, Nevada 89106

21 Attorney for Plaintiff
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1 and failure to so respond will result in a judgment of default against you for the relief
 2 demanded in the Complaint, which could result in the taking of money or property
 3 or other relief requested in the Complaint.

4 3. If you intend to seek the advice of an attorney in this matter, you should do so
 5 promptly so that your response may be filed on time.


6 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board
 7 members, commission members and legislators, each have 45 days after
 8 service of this summons within which to file an answer or other responsive
 9 pleading to the complaint.

10 Submitted by:

STEVEN D. GRIERSON
CLERK OF COURT

11 
 12 JANET TROST, ESQ.

13 Nevada Bar No. 004072
 14 501 South Rancho Drive, Suite H-56
 15 Las Vegas, Nevada 89106
 16 Attorney for Plaintiff

By: 
 Deputy Clerk

MAR 24 2015

Date

Regional Justice Center
 200 Lewis Avenue
 Las Vegas, Nevada 89155

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 26 **NOTE:** When service is by publication, add a brief statement of the object of the action
 27 See Rules of Civil Procedure 4(b)
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